

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1638481  
Vendor Name: Ossum One Inc  
Invoice Number: TR22-HEADLEYBAL  
Invoice Date: 2/18/2022  
PO Number:  
Check Number: 0296984  
Check Amount: \$ 20,000.00  
Check Date: 03/09/2022  
Voucher Number: V0732135  
Document Type: AP Invoice

Document Below

## Check Request Form

This form may be used to request check payments only for those items for which the issuance of a purchase order would not be appropriate. Attach supporting documentation (e.g., invoice or agreement). Please refer to Administrative Procedure 10-65, Vendor Payment — Non-Purchase Order.

Date: 02/18/22 Vendor ID: 1638481 Vendor Name: Ossum One Inc  
 Payee Address: 30 S Wacker Dr Ste 1600, Chicago, IL 60606 Payment Due Date: ASAP

Invoice Number	GL Account number(s) e.g. 01-80-00757-5401001	GL Account Name e.g. Office Supplies	Amount
TR22-HEADLEYBAL	05-60-11601-5309004	MAC Touring: Performing Arts Services	20,000.00
Total			\$ 20,000.00

Check the appropriate box below:

- ☐ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have been provided in a satisfactory condition/manner. Consequently, payment is appropriate at this time.
- ☒ We, the undersigned, hereby certify that the goods/services, for which payment is herein requested, have not yet been provided. The first approver indicated below will notify the Accounts Payable Office in writing when the goods/services have been delivered in a satisfactory condition/manner.

Description on Check:

Artist Fee Heather Headley 04/03/22 (Final)

Other Instructions:

Ellen McGowan to pick up check 03/18/22 - need check for day of performance. Final payment for Heather Headley performance at MAC on 04/03/22.  
 Note for MAC: 460 Artist Fee TR22\_HEADLEY

**All requests will require the following approvals:**

Requester: Molly Junokas Digitally signed by Molly Junokas  
Date: 2022.02.18 14:01:16 -06'00' Print Name: Molly Junokas  
 Budget Officer: Ellen McGowan Digitally signed by Ellen McGowan  
Date: 2022.02.22 16:00:04 -06'00' Print Name: Ellen McGowan

Requests \$5,000 and over will require the additional approvals below:

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Next Level Supervisor (if applicable): \_\_\_\_\_ Print Name: \_\_\_\_\_

Area Administrator (only required if request is \$5,000 and over): Diana Martinez Digitally signed by Diana Martinez  
Date: 2022.02.22 10:00:00 -06'00' Print Name: Diana Martinez

Area Cabinet Officer (only required if request is \$10,000 and over): Mark Curtis Chavez Digitally signed by Mark Curtis Chavez  
Date: 2022.02.22 14:00:00 -06'00' Print Name: Dr. Mark Curtis Chávez

Board Approval Date (only required if request is \$25,000 and over): \_\_\_\_\_

**Return approved request and all supporting documentation to Accounts Payable (SRC 2132A), [invoicing@cod.edu](mailto:invoicing@cod.edu)**

## Check Request Form (cont.)

### Processing a Check Request:

To expedite the processing of a check request, or other non-purchase order disbursement, the requesting department should:

1. Verify that the vendor intake process has been completed by the Procurement Office.  
Payment cannot be made to a vendor until this process has been completed.
2. Complete and review this check request form and confirm that all relevant supporting documentation is attached including fully executed contracts, if applicable.
3. Ensure the payee information is complete and includes the vendor's Colleague ID number.
4. Ensure that the general ledger account number is included and correct.
5. Maintain a copy of the approved check request form for department records.
6. Submit the completed check request form to the Accounts Payable Office.

The check request form will be returned to the budget officer if the information is incomplete, not in compliance with College Policy, or if budget is not available.



**CREATIVE ARTISTS AGENCY**  
2000 Avenue of the Stars  
Los Angeles, CA USA 90067  
+1 424 288 2000

AGREEMENT made this 9th day of Nov, 2020 between Ossum One, Inc. (hereinafter referred to as "COMPANY"), furnishing the services of the artist(s) professionally known as Heather Headley (hereinafter referred to as "Artist") and College of DuPage (hereinafter referred to as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the COMPANY and the COMPANY hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions herein set forth.

DATE	LOCATION	VENUE	#SHOWS	SHOW TIME	ARTIST SET
Sun Apr 3, 2022	Glen Ellyn, IL	McAninch Arts Center	1	7:30 PM 4:00 PM	7:30 PM 4:00 PM
DEAL TERMS:	\$40,000.00 USD Guarantee.				
Deposit(s) Due:	<p>10,000.00 USD due <del>on or before Aug 01, 2021</del> ASAP after full execution of the contract</p> <p>10,000.00 USD due <del>on or before Oct 01, 2021</del> ASAP after full execution of the contract</p> <p><i>COLLEGE SEE MAC RIDER #5</i></p> <p>All payments shall be paid by <del>certified check, money order, bank draft, wire transfer</del> to Company as the payee, or cash. All deposits shall be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's ("CAA") client trust account on behalf of Company as the payee. While CAA will receive payment on behalf of Company, CAA is not the payee. If paying by check, please make payable to <u>Ossum One, Inc.</u> Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Company, regardless of payments sent to CAA on behalf of Company, including but not limited to deposits. Unless otherwise set forth above or on the contract face, BALANCE of guarantee, plus percentage payments, if any, and sound and lights payments, if any, to be paid by PURCHASER to ARTIST no later than prior to performance, evening of engagement.</p> <p>WIRE TRANSFER SHOULD BE SENT TO:</p> <p>Bank USD wire information: City National Bank 400 N. Roxbury Drive, 4th FL. Beverly Hills, CA 90210 Attn: Mariam Zakian Creative Artists Agency - Client Trust Account Account #: 101-797-791 ABA #: 122016066 Swift code: CINAUS6L We do not accept ACH wires.</p> <p>NOTE: Please include the name of the Artist and date of Performance on all transfers. All transfer fees to be paid by remitter.</p>				
Billing:	Artist to receive 100% Headline billing.				
Performance Length:	Artist to perform one (1) fifty (50) minute set with her Musical Director on piano.				
Sound & Lights:	Purchaser to provide and pay for first class sound & lights, per Artist's specifications.				
Support Talent:	Matt Jones to perform a few songs and TBD duet with Heather Headley.				
Inclement Weather:	In the event of inclement weather that renders any performance impossible, hazardous, or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation even if such performance is prevented by such weather conditions.				
Additional Provisions:	<p>*Artist to perform at the McAninch Performing Arts Center. Artist is open to offering the student string quartet to perform with her for a couple of songs, per advance. Artist to have final approval on evening's program.</p> <p>ARTIST COMPS: <del>10</del> 20 CAPACITY: 790 TICKET SCALING: \$54.78 - \$125.00</p> <p>Any use of Artist name, image or likeness in any way must be approved in writing by Artist management in advance.</p> <p>No recording or taping of Artist's performance is permitted.</p> <p>Purchaser to provide and pay for: *First class sound, lights &amp; backline per Artist specifications. *First class hotel accommodations for the entire travel party, per Artist specifications. *First class local ground transportation (to/from: venue/hotel/airport), per Artist specifications. *Catering, per Artist rider and advance.</p> <p>Artist agrees to:</p>				



\*Provide own Airfare.

\*Send to Purchaser the music for the choir to sing by mutually agreed upon date.

\*Rehearsal with the choir at a mutually agreed upon time, per advance.

In the event that the engagement does not occur, not as a result of Artist's sole actions, Artist will nevertheless be paid the full guarantee. *PURCHASER & COMPANY WILL MAKE EVERY EFFORT TO RESCHEDULE ARTIST FOR MUTUALLY AGREEABLE DATE WITHIN 18 MONTHS.*

INITIAL HERE

Purchaser will implement all recommended and necessary safety measures in connection with conducting the Engagement to safeguard the health, safety, and well-being of all: attendees; Company/Artist and Company's and Artist's personnel, representatives, and invitees; Purchaser's employees, affiliates, contractors, vendors, representatives, and any other person engaged by or at the direction of Purchaser, generally, and also specifically in connection with COVID-19 including, without limitation, all then current guidance with respect to best safety practices. In addition to Purchaser's other indemnification obligations, Purchaser will indemnify, defend, and hold Company and Artist and Artist's accountants, attorneys, agents, representatives, and their respective contractors, employees, each other, licensees, and designees harmless from and against any and all third party claim, liability, and/or loss arising out of or in connection with the foregoing obligation.

THE PARTIES

INITIAL HERE

DEPOSIT payment is due to CAA as noted in the deposit section on contract.

BALANCE of guarantee is to be paid day of show, on-site, prior to performance via *COLLEGE* *ACH PAYMENT,* certified check or money order made payable to Artist's corporation. *see MAC*

Merchandise: 80/20 on all merchandise; Artist sells. 70/30 if venue sells.

RIDER # 5

INITIAL HERE

- Attached riders are made a part hereof.
- If Artist is headlining this engagement: "All support talent is subject to Artist approval."
- The engagement shall not be recorded, reproduced, or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Company relating to and permitting such recording, reproduction, or transmission.

Signed: *Leah M. Bradley* (ARTIST/COMPANY)

COMPANY: Ossum One, Inc.

*Ellen Roberts*

2/16/2022

Signed: (PURCHASER)

PURCHASER: College of DuPage, by Brian Caputo - 425 Fawell Blvd, Glen Ellyn, IL 60137

SIGNER: ELLEN ROBERTS, VP ADMINISTRATIVE AFFAIRS

BA: Janet Kim  
Booking #: 744509

Send To: Diana Martinez - College of DuPage - 425 Fawell Blvd, Glen Ellyn, IL 60137; +1 630-942-3007

#### Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security and management of attendees, so that the Performances and all persons and equipment are free and secure from adverse health, weather and other potentially negative or unfavorable conditions, situations and/or events ("Adverse Conditions"). COMPANY and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by COMPANY, any and all rehearsals therefor, including, but not limited to:

- a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable theater, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by COMPANY, a public address system in perfect working condition (including microphone(s) in number and quality as required by COMPANY), and comfortable, well-lighted dressing rooms;
- b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;
- c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that COMPANY shall have the right to name such musical contractor and to approve such musicians;
- d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, medical and health personnel, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;
- e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with COMPANY'S directions regarding the arrangement of stage decor and settings for the Performance(s).

3. COMPANY will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. COMPANY shall have the sole right as COMPANY sees fit to designate and change, at any time, the performing personnel.

4. The Performance(s) to be furnished by COMPANY shall receive billing in such order, form, size, and prominence as directed by COMPANY.

5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or COMPANY, or otherwise used in the Performance(s).

6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof.

7. Except for local press in commercially reasonable numbers, any free admissions will be subject to COMPANY'S prior written approval.

8. Tickets:

a. PURCHASER is prohibited from deviating from the agreed upon ticket scaling without the prior written approval of COMPANY. Notwithstanding the foregoing, in the event that PURCHASER deviates from the agreed upon ticket scaling made a part hereof, COMPANY is entitled to and PURCHASER will pay to COMPANY any and all revenue derived from ticket sales that exceed such scaling (e.g., ticket prices and/or number of tickets sold). Additionally, in any such event, COMPANY will have the right to terminate this Agreement immediately upon notice to PURCHASER.

b. In the event that payment to COMPANY will be based in whole or in part on the receipts of the Performance(s):

1. Ticket prices must be submitted to and approved by COMPANY in writing before tickets are ordered or placed on sale;
2. PURCHASER will deliver to COMPANY a certified statement of the gross box office receipts of each such performance within two (2) hours following such performance; and
3. COMPANY will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). COMPANY will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at PURCHASER's normal place of business where PURCHASER maintains such receipts.

9. COMPANY will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to COMPANY. PURCHASER will make reasonable accommodations to facilitate COMPANY's sales activities.

10. PURCHASER agrees that COMPANY may cancel the Performance(s) hereunder, in COMPANY's sole discretion, by providing at least thirty (30) days' notice to PURCHASER prior to the Performance(s) date. In such event, COMPANY will return any amounts previously paid by PURCHASER

pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, COMPANY may cancel the Agreement without payment or penalty of any sort.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- a. COMPANY, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. COMPANY will have the right to retain any amounts theretofore paid by PURCHASER;
- c. PURCHASER will immediately reimburse COMPANY for any out-of-pocket costs incurred by COMPANY and/or Artist as a result of PURCHASER's breach;
- d. PURCHASER will remain liable to COMPANY for the guarantee and any additional compensation due COMPANY, as set forth in the Agreement; and
- e. COMPANY and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by COMPANY and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar alleged damages.

14. Currency: Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure:

- a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of COMPANY's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by COMPANY or Artist; fire, flood, pandemic or other geographically diverse phenomenon; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure, delay, or impediment to transportation not within COMPANY's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond COMPANY's or PURCHASER's reasonable control.
- b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay COMPANY the full amount of the guarantee set forth in this Agreement.
- d. In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, COMPANY will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance:

- a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name COMPANY, Artist, each individual member of Artist, and their respective agents, employees, directors, officers, principals, representatives, and shareholders as additional insured's. *COMPANY SHALL PROVIDE COI & ENDORSEMENT PAGE, SEE MAC RIDER #8*
- b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply COMPANY with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, COMPANY may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, COMPANY may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.
- c. The insurance policies described herein will contain provisions requiring the insurance company to give COMPANY at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to COMPANY for written approval prior to any such change taking effect.

17. Indemnification:

- THE PARTIES EACH OTHER*
- a. PURCHASER shall indemnify, protect, and hold COMPANY, Artist, the individual performing members of Artist, Artist's managers, accountants, attorneys, agents, and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement; and (ii) the Performance, including, but not limited to:
    1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance or allegedly arising from an Adverse Condition;

2. Any and all loss, damage, and/or destruction occurring to COMPANY's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
  3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
  4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by COMPANY. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to COMPANY, and COMPANY expressly agrees to such claim, deduction, or offset in writing.
- b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.
18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL COMPANY AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF COMPANY AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY COMPANY. COMPANY MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY COMPANY AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF COMPANY OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for COMPANY, and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

24. This Agreement shall be construed in accordance with the laws of the State of ~~California~~ <sup>ILLINOIS, see MAC RIDER #11</sup> without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in ~~Los Angeles, California~~ <sup>THE STATE OF ILLINOIS</sup> in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.

**McAninch Arts Center at College of DuPage  
CONTRACT / AGREEMENT RIDER**

This Rider, dated **August 4, 2021**, is hereby made a part of the attached contract/agreement between **College of DuPage, McAninch Arts Center** (herein known as PURCHASER) and **Ossum One, Inc f/s/o Heather Headley** (herein known as ARTIST).

**Relationship / Provisions**

1. It is acknowledged that the relationship between the parties is that of independent contractors and in no event will the relationship between the parties hereto be interpreted or construed to be that of employer/employee or of principal/agent.
2. The provisions of the contract and riders that incorporate the Constitution, By-laws, Rules and Regulations of the American Federation of Musicians of the United States and Canada and any local thereof, including but not limited to adjudication of claims, controversy or differences involving services under this contract shall not be binding on the PURCHASER.
3. If someone signs this contract other than the ARTIST, the person signing for the ARTIST expressly warrants that he/she is authorized by the ARTIST to execute this contract for the ARTIST for this engagement at the time and place specified for this contract.
4. This rider when attached to the contract/ agreement and agreed to by both parties becomes a binding addendum to the performance agreement.
- 5a. Contract confidentiality will be honored to fullest extent of the law possible taking into consideration FOIA rights and regulations of government institutions. <sup>modified</sup>
- 5b. In the event of a conflict of terms, those stipulations stated in this Rider (Contract Rider of the McAninch Arts Center at the College of DuPage) shall take precedence over and shall prevail over any printed, typed, or handwritten terms located elsewhere in the contract. It is understood that this agreement supersedes any Artist requirement in conflict with College of DuPage Policy. In the event of any inconsistency, the CAA Contract Face Page shall control

**Payment**

5. Payment will be in the form of a College of DuPage check or ACH Payment.
6. Signed contracts and all attached riders must be returned to College of DuPage at least three (3) weeks prior to performance date to insure issuance of check by time of performance.
7. Due to the fact that PURCHASER is part of a Community College, deposits to ARTIST shall not exceed 25% of total fee, unless agreed upon in writing by both parties. payment per CAA contract face page

**Insurance / Indemnity / Force Majeure / Cancellation**

8. It is understood that ARTIST is self-employed and carries at ARTIST's cost and expense any insurance coverage, such as, Workers' Compensation, medical, property, liability and auto relative to the services being performed. ARTIST will provide PURCHASER with **Certificate of Insurance as soon as possible, naming College of DuPage as Certificate Holder, and including an Endorsement Page**. The Certificate of Insurance must provide evidence of liability coverage for CLIENT in amounts not less than \$1,000,000.00 combined single limit for bodily injury and property damage, with a \$2,000,000.00 general aggregate. ARTIST cannot perform without this Certificate of Insurance.
9. Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement if Performance becomes impossible or impracticable and is not within a party's control due to: Act of God, or "act of government" – any act or regulation on public spaces; of any public authority or bureau, civil tumult, strike, epidemic, interruption or travel bans, delay of transportation services, war conditions, emergencies, where an order by a government or a government agency in a country or state has prevented performance or invoked capacity restrictions on gatherings and businesses are imposed. The parties acknowledge and agree that the occurrence of Pandemic, including but not limited to COVID19, the H1N1 virus, or swine flu in an area in close proximity to the performance venue in and of itself is not deemed a Force Majeure Occurrence, unless the state or local government, or US Department of Health and Human Services declares an outbreak of the virus in the area in which the performance is scheduled to take place. Any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived. Any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser, or both parties will make every effort to reschedule the date within 18 months of the scheduled date. Presenter will serve notice to the agency of the artists, or agent of the artist will serve notice to the presenter "as soon as possible". The Parties also acknowledge that this Force Majeure clause hereby supersedes and replaces in its entirety the Force Majeure clause(s) in any contract or rider for this engagement heretofore all other terms of the existing contract remain in full force and effect.
10. If for any reason, except due to an Act of God, this contract is cancelled by the ARTIST beyond the cancellation clause contained herein, then the ARTIST agrees to refund any and all deposits less purchased plane tickets. The ARTIST will make every effort to reschedule the engagement at original agreed terms and fees. and any other verified out of pocket expenses

**Choice of Law and Forum**

11. The laws of the State of Illinois shall govern this agreement. The signatory of PURCHASER, in signing this contract and/or rider(s), warrants that he/she signs as a properly authorized representative of the institution and does not assume any personal liability for meeting the terms of the contract and/or rider(s).

**Tech / Hospitality Rider**

12. The ARTIST or ARTIST's representative will provide in writing to the PURCHASER a technical rider mutually agreed upon and attached to this contract/ agreement. It will include all technical requirements (sound, lighting, power, rigging, etc.) Any changes to this rider after signing must be mutually agreed upon and received by PURCHASER at least four (4) weeks prior to the engagement.
13. The PURCHASER must receive notification regarding changes to hospitality rider and travel itinerary and transportation details one (1) week prior to engagement to ensure PURCHASER can meet the ARTIST's needs.
14. The MAXIMUM sound pressure level (SPL) at the FOH mix position shall be 103 dB, C weighted. THIS IS STRICTLY ENFORCED.



#### **Ticketing**

15. The PURCHASER will provide ARTIST with ticket receipts and access to the box office only in the event of a negotiated ARTIST/PURCHASER box office receipt split. In the event of an inclusive fee agreement PURCHASER will not provide any of the aforementioned manifests or access but will provide at their discretion box office reports when requested by ARTIST.

16. Ticket policy, prices, fees, discounts, and the issuance of complimentary tickets shall be at the sole discretion of the PURCHASER.

17. The PURCHASER will provide ARTIST with 40 complimentary tickets for public performance in good locations to be determined by the PURCHASER. ARTIST must confirm or claim complimentary tickets one hour and thirty minutes prior to performance time or forfeit tickets back to PURCHASER for sale.

#### **License / Permits**

18. ARTIST agrees that all materials (i.e., music, literature, play scripts, poetry, lecture, comedy, etc.) to be performed at the College of DuPage are his/her/their own original work or works for which he/she/they have received written permission from the author to perform.

19. PURCHASER has a license agreement with BMI, ASCAP, GMR, and SESAC. ARTIST agrees to pay any and all other royalties (above and beyond the BMI, ASCAP, GMR, and SESAC blanket coverage of PURCHASER), if required, to be paid on copyrighted material, performance right fees, and/or music rental, if any, to insure that PURCHASER is held free from all such liabilities connected with the performance(s).

20. PURCHASER confirms that it is the sole responsible authority for the venue.

21. ARTIST further agrees to indemnify, defend and hold harmless PURCHASER, its trustees, employees, faculty, students and agents from and against any and all claims, actions, damages, liabilities and expenses in connection with any law suit or other legal action asserting that ARTIST's use of materials in any performance at or sanctioned by the College of DuPage was improper, illegal or violative of any copyright or trademark. This indemnity and hold harmless shall include indemnity against all costs, expenses, and liabilities, including attorney's fees, incurred by PURCHASER in connection with any claim or action hereunder.

#### **Tobacco / Alcohol / Drug Clause**

22. College of DuPage is a tobacco-free campus. Use of tobacco and tobacco-related products is prohibited on all College premises.

23. College of DuPage policy prohibits providing alcohol to any ARTIST(s) or ARTIST's staff, and prohibits the possession and consumption of alcohol, narcotics or drugs by ARTIST(s) or ARTIST's staff on campus.

24. If the ARTIST arrives at the performance site noticeably under the influence of intoxicating beverages, narcotics or drugs, the PURCHASER may cancel this contract with no liability on the part of the PURCHASER.

#### **Sponsorship**

25. PURCHASER may secure sponsorship for this event. ARTIST sponsorship and recognition of sponsorship is subject to approval by PURCHASER.

#### **Merchandising / Concessions**

26. The ARTIST may have the right to sell recordings, photographs, and other souvenir items prior to the performance, during intermission(s), and after the performance upon approval and arrangement of the PURCHASER. Souvenir sales are to be located at a site, within the performance hall, at the discretion of PURCHASER. Souvenir sales cannot interfere with ticket sales, other concession sales, or with the normal (or emergency) traffic patterns of the audience.

26a. All book sales must be conducted in partnership with the College of DuPage Bookstore. A representative from the Bookstore will be on site to sell books for the duration of event. ARTIST shall receive no commission for any book sales.

#### **Marketing / Public Relations / Programs**

27. ARTIST agrees to furnish PURCHASER with requested marketing and public relations materials upon the execution of contract/ agreement, including but not limited to

- a. High resolution (300 dpi or higher) electronic photos
- b. Press kit including bio, reviews, photos
- c. No fewer than two (2) sound files for music samples on the PURCHASER's web-site.

28. Unless otherwise agreed upon, the PURCHASER will provide a program for this event. All materials for program must be received by PURCHASER's Marketing Department five (5) weeks prior to scheduled performance date.


29. If arranged for by PURCHASER, ARTIST agrees to make an appearance at a donor/ sponsor reception immediately following the concert in a reception room located adjacent to backstage area.

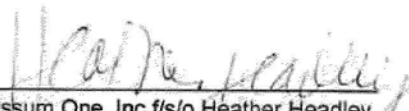
#### **Performance Radius**

~~30. Artist will not perform at other venues within 35-mile radius of McAninch Arts Center, 90 days (3 months) prior to and after performance.~~

**COLLEGE OF DuPAGE  
McAninch Arts Center**

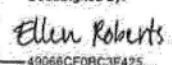
**ARTIST / ARTIST'S REPRESENTATIVE**

By:   
Diana Martinez  
Director, McAninch Arts Center Inc.

By:   
Ossum One, Inc f/s/o Heather Headley  
or Artist Representative

Date: \_\_\_\_\_

Date: 1/12/22

DocuSigned by:  
 2/16/2022  
By: 49066CF0BC3F425  
Ellen Roberts, VP Administrative Affairs  
College of DuPage

Date: \_\_\_\_\_

---

**McAninch Arts Center  
Contact Information**

Director - Diana Martinez	630-942-3007, <a href="mailto:martinezd59@cod.edu">martinezd59@cod.edu</a>
Contracts/ Payment – Ellen McGowan	630-942-3009, <a href="mailto:mcgowan@cod.edu">mcgowan@cod.edu</a>
Marketing Coordinator – Roland Raffel	630-942-2263, <a href="mailto:raffel@cod.edu">raffel@cod.edu</a>
Box Office - Julie Elges	630-942-3017, <a href="mailto:elgesj@cod.edu">elgesj@cod.edu</a>
Production Advance – Joe Hopper	630-942-2913, <a href="mailto:hopper@cod.edu">hopper@cod.edu</a>
Education Coordinator – Janey Sarther	630-942-4525, <a href="mailto:sarther@cod.edu">sarther@cod.edu</a>
Fax	630-942-3002
Ticket Office	630-942-4000
Web Site	AtTheMAC.org

Heather Headley – April 3, 2022, 4pm

McAninch Arts Center  
College of DuPage  
425 Fawell Boulevard  
Glen Ellyn, Illinois 60137

## **RELEASE AND WAIVER OF LIABILITY AGREEMENT**

For and in consideration of being permitted to perform work or services or provide materials at the McAninch Arts Center, College of DuPage, on its property, I hereby voluntarily release, discharge, waive and relinquish any and all claims or actions for negligence and any other damages for personal injury, death or other damage which I may have, or which may hereafter accrue to me, as a result of the performance of work or services.

I assume all risk of personal injury, death or property loss resulting from any cause whatsoever. I understand that it is my responsibility to follow all of the rules and regulations of McAninch Arts Center, College of DuPage, and my responsibility for myself and any employee or other person accompanying me. I accept full responsibility for injury, death, property damage or injury inflicted on others. **I agree to give up and make no claim against McAninch Arts Center, College of DuPage, their officers, directors, agents or employees for any injury to myself or others, death or property damage regardless of cause, including alleged negligence or fault.** I agree that my signature on this waiver and release confirms absolutely my agreement to be bound by all these terms and others posted.

For myself, spouse, legal representative, agents, heirs and assigns, I do hereby release, discharge, indemnify, waive and agree to hold McAninch Arts Center, College of DuPage, any of their employees and owner(s), agents, assigns, heirs, and officers from which they are employed harmless and free from any and all liability of incident, injury or damages arising out of or in connection with my performance of services.

Liability shall include but not be limited to all claims, demands, losses, causes of action, suits or judgments of any kind that myself or my guardians, heirs, executors, administrators and assigns may have against McAninch Arts Center, College of DuPage, any of their employees and owner(s), agents, assigns, heirs, officers and the Community Associations from which they are employed because of personal, physical or emotional injury, accident, illness, or death, or because of any loss of or damage to property that occurs during my performance of services that may result from any cause including but not limited to McAninch Arts Center, College of DuPage, any of their employees and owner(s), agents, assigns, heirs, and officers from which they are employed own passive or active negligence or other acts than fraud, willful misconduct or violation of the law.



Heather Headley – April 3, 2022, 4pm

**This release is intended to discharge, in advance, McAninch Arts Center, College of DuPage and their officers, directors and agents, from any and all liability arising out of or connected in any way with the performance of work or services or provision of materials, even though that liability may arise out of negligence or carelessness on the part of McAninch Arts Center, College of DuPage.**

I assume full responsibility for any unlawful or illegal activity occurring during the course of the performance of any work or services or provision of materials, including, without limitation, any use of alcohol, drugs or controlled substances.

I further agree to indemnify and hold McAninch Arts Center, College of DuPage harmless from any and all claims, demands or other liabilities arising out of or in any way connected with any material, work or services performed, including payment of attorney's fees incurred by McAninch Arts Center, College of DuPage in responding to or defending against any claim, demand, or liability asserted

I understand the potential physical, mental and emotional dangers incident to performing the work or services or providing materials. I am fully aware of the legal consequences of signing this agreement and have been afforded the opportunity to seek legal counsel regarding the same. By signing below, I understand I am waiving certain rights and assuming the risk of damage from my performance of services.

Ossum One Inc | Heather Headley  
Printed Name Including any DBA

156 N. Jefferson #300 Chicago IL 60661  
Address, City & Zip Code

818-207-3053  
Telephone Number(s)

13-4047930  
Federal Id # or Social Security #

Heather Headley  
Signature

11/21/21  
Date

**From:** [Gieschen, Philip](#)  
**To:** [Junokas, Molly](#)  
**Subject:** RE: Insurance Question - Heather Headley Apr 03, 2022 McAninch Arts Center  
**Date:** Thursday, January 20, 2022 9:05:41 AM

---

Hi Molly,

Yes, let's get the waiver signed.

Phil Gieschen  
Coordinator of Risk Management  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630/942-2993  
[giesche@cod.edu](mailto:giesche@cod.edu)

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**From:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Sent:** Thursday, January 20, 2022 9:05 AM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** RE: Insurance Question - Heather Headley Apr 03, 2022 McAninch Arts Center

Good morning Phil,

I just wanted to check in on this question about whether or not it might be possible for MAC artist Heather Headley to sign the liability waiver in lieu of providing a COI. Would you let me know when you get a moment?

Thank you,

**Molly Junokas**  
McAninch Arts Center, College of DuPage  
630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

---

**From:** Junokas, Molly  
**Sent:** Thursday, January 13, 2022 3:20 PM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** RE: Insurance Question - Heather Headley Apr 03, 2022 McAninch Arts Center

Hi Phil,

Yes, it is in the Belushi.

Thanks,  
Molly

---

**From:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Sent:** Thursday, January 13, 2022 3:19 PM  
**To:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Subject:** RE: Insurance Question - Heather Headley Apr 03, 2022 McAninch Arts Center

Hi Molly,

Is this on the Main Stage?

Phil Gieschen  
Coordinator of Risk Management  
College of DuPage  
425 Fawell Blvd.  
Glen Ellyn, IL 60137  
630/942-2993  
[giesche@cod.edu](mailto:giesche@cod.edu)

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**From:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Sent:** Thursday, January 13, 2022 12:56 PM  
**To:** Gieschen, Philip <[giesche@cod.edu](mailto:giesche@cod.edu)>  
**Subject:** Insurance Question - Heather Headley Apr 03, 2022 McAninch Arts Center

Hi Phil,

Hope you are doing well!

We have an artist coming to perform at the MAC on 04/03 named Heather Headley. She is a solo act (singer) with piano accompaniment. I requested a COI for her engagement from her agent, and the agent says she does not have one.

Would you accept a signed liability waiver in this instance, or is there another alternative we can

offer her? Please let me know if you need any other information.

Thank you,

**Molly Junokas**

McAninch Arts Center, College of DuPage  
630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

---

**From:** Yasi Agahnia (Robert Norman Asst) <[rnormanasst@caa.com](mailto:rnormanasst@caa.com)>  
**Sent:** Thursday, January 13, 2022 12:47 PM  
**To:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Cc:** Robert Norman <[rnorman@caa.com](mailto:rnorman@caa.com)>  
**Subject:** Re: [External] Re: Contract - Heather Headley Mar 12, 2022 McAninch Arts Center - Glen Ellyn, IL (Booking No. 744509)

Hi Molly,

We have learned that doesn't have a policy, and they've never had to show proof before. Is there something she can sign as a waiver for this one date?

Yasi Agahnia  
CAA | Office of Robert Norman  
2000 Avenue of the Stars | Los Angeles, CA 90067  
B: 424-288-2000 | F: 424-288-2900  
[Touring.CAA.com](http://Touring.CAA.com)

---

**From:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>  
**Sent:** Wednesday, January 12, 2022 10:42 AM  
**To:** Yasi Agahnia (Robert Norman Asst) <[rnormanasst@caa.com](mailto:rnormanasst@caa.com)>  
**Subject:** RE: [External] Re: Contract - Heather Headley Mar 12, 2022 McAninch Arts Center - Glen Ellyn, IL (Booking No. 744509)

**\*External Sender\***

Hi Yasi,

Thank you! I will route this for signature on our end, yes, but our College's signatory requests that all vendors provide a Certificate of Insurance/Endorsement Page in order to sign (I have attached an example of the Endorsement Page in case you need).

Would you please send those both to me when you get a moment? I will then route the contract for full execution!

Thanks for all of your help,  
Molly

**From:** Yasi Agahnia (Robert Norman Asst) <[rnormanasst@caa.com](mailto:rnormanasst@caa.com)>

**Sent:** Wednesday, January 12, 2022 12:36 PM

**To:** Junokas, Molly <[junokasm@cod.edu](mailto:junokasm@cod.edu)>

**Subject:** Re: [External] Re: Contract - Heather Headley Mar 12, 2022 McAninch Arts Center - Glen Ellyn, IL (Booking No. 744509)

Hi,

Contract attached can we have you sign page 2 as well?

Yasi Agahnia  
CAA | Office of Robert Norman  
2000 Avenue of the Stars | Los Angeles, CA 90067  
B: 424-288-2000 | F: 424-288-2900  
[Touring.CAA.com](http://Touring.CAA.com)

**SEPTEMBER 23, 2021**

**COLLEGE OF DuPAGE  
REGULAR BOARD MEETING  
BOARD APPROVAL**

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**SUBJECT**

MAC Touring Artist contracts for 2021-2022 Season for total amount not to exceed \$450,000.

**REASON FOR CONSIDERATION**

Contracts exceeding the statutory limit of \$25,000 must be approved by the Board of Trustees.

**BACKGROUND INFORMATION**

The McAninch Arts Center presents an annual touring season of National and International artists each year to fulfill the cultural mission of the College. Booking of artists by MAC administration is approved per College of DuPage Board Policy 10-95. The earlier that we can book and confirm artists, the better it is for our season.

The booking of talent is very competitive in the Chicago market, as there are several performing arts centers in the area such as: Paramount Theatre in Aurora, River's Edge Park, Joliet's Rialto Theater, Elgin Community College, North Central College, Skokie Center for the Arts, Genesee Theatre, City Winery, and dozens more. These performing arts centers compete and collaborate for available talent.

Curating and negotiating talent at booking conferences and through block booking with other presenters gets us the most competitive pricing possible. The MAC uses Celebrity Access and Pollstar to compare maximum gross potential of artists and to confirm and ensure competitive pricing of talent.

**The following artist contracts are \$15,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2021-2022 Season:**

- Mike Super – EastCoast Entertainment/Mike Super – 10/17/21
- The Texas Tenors – Chaplin Entertainment/The Texas Tenors – 11/21/21
- Greatest Love of All – Creative Booking Agency – 01/28/22
- Piaf! The Show – IMG Artists – 02/11/22
- Danú – Baylin Artists – 03/13/22
- ABT Studio – CAMI Music – 03/25/22
- One contract TBD

**The following artist contracts are \$25,000 or more, which have been negotiated and includes negotiated offers that are pending confirmation for the 2021-2022 Season:**

- BoDeans – Northstar Artists/BoDeans Inc – 03/04/22
- Drum TAO – IMG Artists/Drum Tao – 03/12/22
- The Ten Tenors – Opus3 Artists/Tenorissimo – 03/27/22
- Heather Headley – Creative Arts Agency/Ossum One Inc – 04/03/22
- Oak Ridge Boys – William Morris Endeavor Entertainment – 05/08/22
- One Contract TBD

Pricing and negotiations for artists are confidential to facilitate competitive pricing; therefore, we request that individual artist fees remain confidential. However, the total expenditure for the above contracts is not expected to exceed \$450,000.

This purchase complies with State Statute, Board Policy and Administrative Procedures. Contracts for services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part are exempt from bidding under the Illinois Public Community College Act 110 ILCS 805/3-27.1.

Areas of the College such as, but not limited to, the Arts Center, Business Solutions, or Conference & Events may need to authorize contracts for speakers, productions, training, equipment rental, and other professional services.

Within the limitations of the budgets of those areas, Administrative Procedure 10-95 allows for

the administration of those areas to initiate those contracts. In accordance with Administrative Procedure 10-60, these contracts must be approved by the Vice President of Administrative Affairs.

FY2022

MAC Touring: Performing Arts Services: 05-60-11601-5309004 not to exceed \$450,000.00

Primary Strategic Long Range Plan Goal: Arts, Culture & Community Engagement. To accomplish this, we will: Create an equitable and inclusive community, and improve livability through the arts. Be the region's premier choice for the arts and cultural programming. Deliver responsive programming to support life-long learning. Create opportunities to further partner and engage with external communities.

Secondary Strategic Long Range Plan Goal: Economic Development. To accomplish this, we will: Cultivate equity and inclusion principles and practices into economic development activities. Provide training and education consistent with regional workforce needs. Support regional business through incubator, accelerator, and consultation programs. Collaborate with community and business partners to advance regional economic impact and workforce development.

#### RECOMMENDATION

That the Board of Trustees approves the contracts for all artists listed above for a total expenditure not to exceed \$450,000 payable to the artists and their respective agents and the release of these payments over \$15,000.

#### STAFF CONTACT

Diana Martinez, Director McAninch Arts Center ext. 3007



**BOARD APPROVAL**

**SIGNATURE PAGE**

MAC Touring Artist Contracts for 2021-2022 Season for total amount not to exceed \$450,000.00.

<u>Maureen Dunne</u>	<u>September 23, 2021</u>
BOARD CHAIR	Date

<u>Heidi Holan</u>	<u>September 23, 2021</u>
BOARD SECRETARY	Date

"Junokas, Molly" <junokasm@cod.edu>

---

**Check Request - Ossum One Inc Artist Fee Heather Headley 04-03-22**

---

"Junokas, Molly" <junokasm@cod.edu>

Tue, Mar 8, 2022 at 08:59 PM GMT

CC:

BCC:

Good afternoon,

Please see attached for MAC Check request for Ossum One Inc. This is the final payment for artist Heather Headley who will perform at the MAC on 04-03-22.

Please note, Ellen McGowan will pick up check on **03/18/22**.

Thank you,

**Molly Junokas**

McAninch Arts Center, College of DuPage

630-942-3042 | [junokasm@cod.edu](mailto:junokasm@cod.edu)

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**1 attachment**

Signed Check Request Form Ossum One Inc Heather Headley Artist Fee Final 04-03-22.pdf